

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM589935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TRANZONIC COMPANIES		07/31/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, AS AGENT		
Street Address:	191 N. WACKER DRIVE, 30TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	5821840	HEALTH GARDS	
Registration Number:	5787880	GRIZZLYNITE	
Registration Number:	6003600	EVOGEN	
Registration Number:	5852958	CHEM WORKS	
Registration Number:	5613774	SIMPLYSAFE	
Registration Number:	5603379	PERIOD PARTNER	
Registration Number:	5494003	PERIOD PARTNER	
Registration Number:	5513988	EVOGEN	
Serial Number:	88941198	CHEW NOT	
Serial Number:	88941206	NILAROMA	
Serial Number:	88941209	NILOSOL	
Serial Number:	88941216	MESSY DOG	
Serial Number:	88941233	SKUNKED!	
Serial Number:	88941268	THE TOUGH STUFF	
Serial Number:	88941274	PHARMA-WIPE	
Serial Number:	88895028	BIOBREAK	
Serial Number:	88895046	NILOFRESH	
Serial Number:	88895066	NILOMIST	
Serial Number:	88895077	NILOSMOKE	
TRADEMARK			

CH \$815.00 5821840

Property Type	Number	Word Mark
Serial Number:	88895102	NILOSORB
Serial Number:	88895124	ODORLOCK
Serial Number:	88895146	DEEP BLUE
Serial Number:	88893180	NILIUM
Serial Number:	88893196	NILOGEL
Serial Number:	88893217	NILOZYME
Serial Number:	88893248	TAP-A-DROP
Serial Number:	88893342	ULTRAAIR
Serial Number:	88893365	ZYMECLING
Serial Number:	88893405	GOO-DINI
Serial Number:	88893480	THE MAXX
Serial Number:	88757993	DRI-WAY+
Serial Number:	88758003	DRI-WAY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8574

Email: humberto.aquino@katten.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-00222
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	08/03/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 31st day of July, 2020, by The Tranzonic Companies, an Ohio corporation (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 27, 2018, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (other than Excluded Property) (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE TRANZONIC COMPANIES, an Ohio
corporation

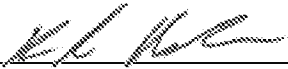
By: 
Name: Patrick Fitzmaurice
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

Trademark Security Agreement (Tranzonic)

TRADEMARK
REEL: 007013 FRAME: 0547

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC, as Agent

By: _____

Name: Kirk M. Hovde

Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
HEALTH GARDS	5821840	7/30/2019	USPTO
GRIZZLYNITE	5787880	6/25/2019	USPTO
EVOGEN	6003600	3/3/2020	USPTO
CHEM WORKS	5852958	9/3/2019	USPTO
SIMPLYSAFE	5613774	11/20/2018	USPTO
PERIOD PARTNER	5603379	11/6/2018	USPTO
PERIOD PARTNER	5494003	6/12/2018	USPTO
EVOGEN	5513988	7/10/2018	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
CHEW NOT	88941198	5/31/2020	USPTO
NILAROMA	88941206	5/31/2020	USPTO
NILOSOL	88941209	5/31/2020	USPTO
MESSY DOG	88941216	5/31/2020	USPTO
SKUNKED!	88941233	5/31/2020	USPTO
THE TOUGH STUFF	88941268	5/31/2020	USPTO
PHARMA-WIPE	88941274	5/31/2020	USPTO
BIOBREAK	88895028	4/30/2020	USPTO
NILOFRESH	88895046	4/30/2020	USPTO
NILOMIST	88895066	4/30/2020	USPTO
NILOSMOKE	88895077	4/30/2020	USPTO
NILOSORB	88895102	4/30/2020	USPTO
ODORLOCK	88895124	4/30/2020	USPTO
DEEP BLUE	88895146	4/30/2020	USPTO
NILIUM	88893180	4/29/2020	USPTO
NILOGEL	88893196	4/29/2020	USPTO
NILOZYME	88893217	4/29/2020	USPTO
TAP-A-DROP	88893248	4/29/2020	USPTO

ULTRAAIR	88893342	4/29/2020	USPTO
ZYMECLING	88893365	4/29/2020	USPTO
GOO-DINI	88893405	4/29/2020	USPTO
THE MAXX	88893480	4/29/2020	USPTO
DRI-WAY+	88757993	1/14/2020	USPTO
DRI-WAY	88758003	1/14/2020	USPTO